

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SUN CHENYAN)	
)	
Plaintiff,)	Case No. 19-cv-05705
)	
v.)	Judge Elaine E. Bucklo
)	
THE PARTNERSHIPS AND)	Mag. Judge Sidney Schenkier
UNINCORPORATED)	
ASSOCIATIONS IDENTIFIED ON)	
SCHEDULE "A")	
)	
Defendants.)	
_____)	

FINAL JUDGMENT ORDER

This action having been commenced by Sun Chenyan, ("Sun Chenyan" or "Plaintiff") against the defendants identified on Schedule A, attached hereto, and using the Defendant Online Marketplace Accounts (collectively, the "Defendant Internet Stores"), and Sun Chenyan having moved for entry of Default and Default Judgment against the defendants identified on Schedule A (collectively, the "Defaulting Defendants");

This Court having entered upon a showing by Sun Chenyan, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an injunction against further acts of trademark counterfeiting and copyright infringement and an asset restraining order;

Sun Chenyan having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products bearing and/or sold under Plaintiff's SU.CHENY Trademark, (hereinafter, "the SU.CHENY Mark"), a protected trademark in the United States with assigned U.S. Trademark Registration No. 5,799,337, and/or utilizing a series of product photographs covered by Copyright Registration No. VA 2-111-313. (hereinafter, "the SU.CHENY Works");

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.), and copyright infringement (17 U.S.C. §§ 106 and 501, et seq.).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

- a. using the SU.CHENY Trademark or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine SU.CHENY product or not authorized by Sun Chenyan to be sold in connection with the SU.CHENY Trademark;
- b. reproducing, distributing copies of, making derivative works of, or publicly displaying the SU.CHENY Works in any manner without the express authorization of Sun Chenyan;
- c. passing off, inducing, or enabling others to sell or pass off any product as a genuine SU.CHENY product or any other product produced by Sun Chenyan, that is not Sun Chenyan's or not produced under the authorization, control or supervision of Sun Chenyan and approved by Sun Chenyan for sale under the SU.CHENY Trademark and/or the SU.CHENY Works;

- d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' Unauthorized SU.CHENY Products are those sold under the authorization, control or supervision of Sun Chenyan, or are sponsored by, approved by, or otherwise connected with Sun Chenyan;
- e. further infringing the SU.CHENY Mark and/or the SU.CHENY Works and damaging Sun Chenyan's goodwill; and
- f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Sun Chenyan, nor authorized by Sun Chenyan to be sold or offered for sale, and which bear the SU.CHENY Mark, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the SU.CHENY Works.

3. Pursuant to 15 U.S.C. § 1117(c)(2), Sun Chenyan is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit SU.CHENY Trademark on products sold through at least the Defendant Internet Stores. The five hundred thousand dollar (\$500,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

4. Pursuant to 17 U.S.C. § 504(c)(2), Sun Chenyan is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred and fifty thousand dollars (\$150,000) for willful copyright infringement of the SU.CHENY Works. The one hundred and

fifty thousand dollar (\$150,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

5. Until Sun Chenyan has recovered full payment of monies owed to her by any Defaulting Defendant, Sun Chenyan shall have the ongoing authority to serve this Order on Third Party Providers, including Alibaba, AliExpress, Amazon, eBay, Wish.com, Bonanza.com, DHGate, Shopify, Joom, Walmart.com, Tophatter.com, advertisers, Facebook, Internet Service Providers (“ISP”), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including but not limited to PayPal, Alibaba, Shopify, Western Union, Amazon, Wish.com, Stripe, Payoneer, PingPong, Joom, Walmart.com, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the “Third Party Providers”). The Third Party Providers shall, within five (5) business days after receipt of such notice, provide to Sun Chenyan, certified under oath by the custodian of records and in a form admissible as a business record under Fed.R.Evid. 803(6), expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:

a. The identities and locations of Defaulting Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;

b. the nature of Defaulting Defendants’ operations and all associated sales and financial information, including, without limitation, identifying information associated with the Defaulting Defendant’s Online Marketplace Accounts and Defaulting Defendants’ financial

accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace Accounts;

- c. Defaulting Defendants' websites and/or any Online Marketplace Accounts;
- d. Any domain names registered by Defaulting Defendants; and
- e. Any financial accounts owned or controlled by Defaulting Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Alibaba, Shopify, AliExpress, Western Union, Wish.com, Amazon, Stripe, DHgate, Payoneer, PingPong, Joom, Walmart.com or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. Until Sun Chenyan has recovered full payment of monies owed to her by any Defaulting Defendant, Sun Chenyan shall have the ongoing authority to serve this Order on PayPal, Alibaba, Shopify, AliExpress, Western Union, Wish.com, Amazon, Stripe, DHgate, Payoneer, PingPong, Joom, and/or Walmart.com shall further provide Sun Chenyan, within five (5) business days after receipt of such notice, certified under oath by the custodian of records and in a form admissible as a business record under Fed.R.Evid. 803(6), with all data which details (i) an accounting of the total funds and identifies the financial account(s) which the funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s).

7. PayPal, eBay, Alibaba, Bonanza, Shopify, AliExpress, Western Union, Wish.com, Amazon, Stripe, DHgate, Payoneer, PingPong, Joom, Walmart.com, Tophatter.com and/or other Third Party Providers' disclosure of information to Sun Chenyan shall be made without notice to the Defaulting Defendants.

8. In the event that Sun Chenyan identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Sun Chenyan may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibits 3 and 4 to the Declaration of Sun Chenyan [Docs. 6-7] and any e-mail addresses provided for Defendants by third parties, including Financial Institutions and Third Party Providers.

9. Sun Chenyan may provide notice of these proceedings to third parties by delivery of this Order and other relevant documents to the following Financial Institutions and/or Third Party Providers at the following email addresses:

i. PayPal, attention EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com;

ii. Alipay, attention Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at benjamin.bai@alipay.com or Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com;

iii. Alibaba, attention Ms. Jacqueline Ko, Legal Counsel, Alibaba Group at Jacqueline.ko@alibaba-inc.com;

iv. DHgate (including DHPay.com), attention counsel for DHGate at slucks@fishinlucks.com;

- v. Wish, attention Mr. Dwight D. Lueck at dlueck@btlaw.com;
- vi. eBay, Inc. attention Mr. James Kaplan, eDiscovery Counsel, at jnkaplan@ebay.com;
- vii. Amazon, attention Mr. Jim Howard, Legal Counsel, Amazon, jimhoward@dwt.com;
- viii. Stripe, Attn. Legal, at notices@stripe.com;
- ix. Payoneer, VP of Operations at VPOperations@Payoneer.com;
- x. Shopify, Legal Department at legal@shopify.com;
- xi. PingPong Global Solutions, Inc., Legal Department at xieqt@pingpongx.com, legal@pingpongx.com and Matthew Ball, counsel for Pingpong Global solutions Inc. at Matthew.Ball@khgates.com;
- xii. Bonanza.com, Inc., Attn: Legal Department, support@bonanza.com;
- xiii. Tophatter, Inc., Copyright Agent, c/o, help@tophatter.com;
- xiv. Walmart Global eCommerce, Diana Luo, dluo@walmart.com;
- xv. Joom, IPR Team, ipr@joom.com.

10. The five thousand dollar (\$5,000) cash bond posted by Sun Chenyan, including any interest minus the registry fee, is hereby released to Sun Chenyan. The Clerk of the Court is directed to return the cash bond previously deposited with the Clerk of the Court to Sun Chenyan by check made out to Sun Chenyan.

This Court, having determined that there is no just reason for delay, orders that this is a Final Judgment against Defaulting Defendants.

Dated: January 29, 2020


Elaine E. Bucklo
United States District Judge

Schedule A

No.	Store Name	Store Link
1	ZYLFG	https://www.wish.com/merchant/58e5913ee331b010594cffcc
2	wandahandmade	https://www.wish.com/merchant/566f90449c739526ba249dae
3	huanqiao	https://www.wish.com/merchant/5a614e311e7f7512ffded410
4	Angellou's Wedding Store	https://www.wish.com/merchant/588f34fd345e024ccc4b03e1
5	LOU CHUN LAN Official Store	https://louchunlan.aliexpress.com/store/435742?spm=2114.10010108.0.0.ad054dc4XbNhss
6	twinklewig	https://www.ebay.ca/str/fashionhair666?_trksid=p2047675.l2563
7	fashionin2016_us	https://www.ebay.com/str/fashionin2016us?_trksid=p2047675.l2563
8	instyle_studio	https://www.ebay.com/str/Instylestudio2017?_trksid=p2047675.l2563
9	fashiontrend_uk	https://www.ebay.co.uk/usr/fashiontrend_uk?_trksid=p2047675.l2559